

EXHIBIT B

2019-50265 / Court: 133

CAUSE NO. _____

QINGGANG MA and SULAN Qi,	§	IN THE JUDICIAL COURT OF
	§	
Plaintiffs,	§	
	§	
V.	§	_____ DISTRICT COURT
	§	
UNITED PROPERTY & CASUALTY	§	
INSURANCE COMPANY and	§	
ADAM HUDSON,	§	
	§	
Defendants.	§	HARRIS COUNTY, TEXAS

**PLAINTIFFS' ORIGINAL PETITION, JURY DEMAND,
AND REQUEST FOR DISCLOSURE**

TO THE HONORABLE JUDGE OF SAID COURT:

COMES NOW, Qinggang Ma and Sulan Qi, ("Plaintiffs"), and file **Plaintiffs' Original Petition, Jury Demand, and Request for Disclosure**, complaining of United Property & Casualty Insurance Company ("UPC") and Adam Hudson ("Hudson") (or collectively "Defendants") and for cause of action, Plaintiffs respectfully shows the following:

DISCOVERY CONTROL PLAN

1. Plaintiffs intend to conduct discovery under Level 3, Texas Rules of Civil Procedure 190.4 and 169.

PARTIES

2. Plaintiffs, Qinggang Ma and Sulan Qi, reside in Harris County, Texas.
3. Defendant, United Property & Casualty Insurance Company, is a Texas insurance company, engaged in the business of insurance in the State of Texas. Plaintiffs request service of citation upon United Property & Casualty Insurance Company through its registered agent for service, **CT Corporation System 1999 Bryan Street, Ste 900, Dallas,**

Texas, 75201. Plaintiffs request service at this time.

4. Defendant, Adam Hudson, is an insurance agent, who engages in the business of selling property and casualty insurance in the State of Texas, and who operates under the course and working scope of employment with United Property & Casualty Insurance Company. Plaintiffs request service of citation upon Adam Hudson at the address listed with the Texas Department of Insurance: **13406 Preston Cliff Court Houston, Texas 77077.** Plaintiffs request service at this time.

JURISDICTION

5. The Court has jurisdiction over United Property & Casualty Insurance Company because UPC engages in the business of insurance in the State of Texas, and the causes of action arise out of UPC's business activities in the state, including those in Harris County, Texas, with reference to this specific case.
6. The Court has jurisdiction over Hudson because Hudson engages in the business of selling property and casualty insurance policies in the State of Texas, and the causes of action arise out of Hudson's business activities in the state, including those in Harris County, Texas, with reference to this specific case.

VENUE

7. Venue is proper in Harris County, Texas, because the insured property is located in Harris County, Texas, and all or a substantial part of the events giving rise to this lawsuit occurred in Harris County, Texas. TEX. CIV. PRAC. & REM. CODE § 15.032.

FACTS

8. Plaintiffs assert claims for fraud, breach of contract, violations of sections 541 and 542 of the Texas Insurance Code, and violations of the Texas DTPA.
9. Plaintiffs own a United Property & Casualty Insurance Company homeowner's insurance policy, number 43100096828710 ("the Policy"), which was issued by UPC. At all relevant times, Plaintiffs owned the insured premises located at 9306 Stony Lake Drive Houston, Texas 77064 ("the Property").
10. UPC, through its agent, sold the Policy, insuring the Property, to Plaintiffs. UPC represented to Plaintiffs that the Policy included hail and windstorm coverage for damage to Plaintiffs' home.
11. On or about 08/18/2018, the Property sustained extensive damage resulting from a severe storm that passed through the Houston, Texas, area.
12. In the aftermath of the hail and windstorm, Plaintiffs submitted a claim to UPC against the Policy for damage to the Property. UPC assigned claim number 2018TX126161 to Plaintiffs' claim.
13. Plaintiffs asked UPC to cover the cost of damage to the Property pursuant to the Policy.
14. UPC hired or assigned its agent, Hudson, to inspect and adjust the claim. UPC's agent conducted an inspection on or about December 10, 2018. UPC's agent's inspection generated an estimate of damages that purported covered damages under Plaintiffs' deductible. This final estimate left Plaintiffs without adequate recovery to complete proper repairs on Plaintiffs' home.

15. UPC, through Hudson, conducted a substandard and improper inspection of the Property, which grossly undervalued the cost of repairs in its estimate and yielded an unrealistic amount to deny coverage.
16. UPC has ultimately refused any additional coverage which includes, but is not limited to, replacement of the roof and interior walls in a manner that complies with Harris County building codes. The damage to Plaintiffs' Property is currently estimated at \$19,932.82.
17. As stated above, Defendant improperly adjusted Plaintiffs' claim. Without limitation, Defendant misrepresented the cause of, scope of, and cost to repair damages to Plaintiffs' Property, as well as the amount of insurance coverage for Plaintiffs' claim or loss under the Policy.
18. UPC made these and other false representations to Plaintiffs, either knowingly or recklessly, as a positive assertion, without knowledge of the truth. UPC made these false representations with the intent that Plaintiffs act in accordance with the misrepresentations regarding the grossly deficient damage and repair estimates prepared by UPC's agent.
19. Plaintiffs relied on Defendants' misrepresentations, including but not limited to those regarding coverage, the cause of, scope of, and cost to repair the damage to Plaintiffs' Property. Plaintiffs' damages are the result of Plaintiffs' reliance on these misrepresentations regarding coverage, the cause of, scope of, and cost to repair the damage to Plaintiffs' Property.

20. Upon receipt of the inspection report from its agent, UPC failed to assess the claim thoroughly. Based upon UPC's grossly unreasonable, intentional, and reckless failure to investigate the claim properly prior to denying coverage, UPC failed to provide coverage due under the Policy, and Plaintiffs suffered damages.
21. Because UPC failed to provide coverage for Plaintiffs' insurance claim, Plaintiffs have been unable to complete any substantive repairs to the Property. This has caused additional damage to Plaintiffs' Property.
22. UPC failed to perform its contractual duties to Plaintiffs under the terms of the Policy. Specifically, UPC refused to pay any additional proceeds due under the Policy, although due demand was made for an amount sufficient to cover the damaged Property, and all conditions precedent to recover upon the Policy were carried out by Plaintiffs.
23. UPC's misrepresentations, unreasonable delays, and continued denials constitute a breach of the statutory obligations under Chapters 541 and 542 of the Texas Insurance Code. Thus, the breach of the statutory duties constitutes the foundation of a breach of the insurance contract between UPC and Plaintiffs.
24. UPC's conduct constitutes a violation of the Texas Insurance Code, Unfair Settlement Practices. TEX. INS. CODE §541.060(a)(1). UPC has failed to settle Plaintiffs' claim in a fair manner, although UPC was aware of their liability to Plaintiffs under the Policy. Specifically, UPC has failed to, in an honest and fair manner, balance its own interests in maximizing gains and limiting disbursements, with the interests of Plaintiffs by failing to timely pay Plaintiffs coverage due under the Policy.

25. UPC's conduct constitutes a violation of the Texas Insurance Code, Unfair Settlement Practices. TEX. INS. CODE §541.060(a)(2)(A). UPC failed to provide Plaintiffs a reasonable explanation for denial of the claim.
26. Additionally, after UPC received statutory demand on 04/18/2019, UPC has not communicated that any future settlements or payments would be forthcoming to pay for the entire loss covered under the Policy, nor did it provide any explanation for failing to settle Plaintiffs' claim properly.
27. UPC's conduct constitutes a violation of the Texas Insurance Code, Unfair Settlement Practices. TEX. INS. CODE §541.060(a)(4). UPC refused to provide coverage to Plaintiffs under the Policy due to Defendants' failure to conduct a reasonable investigation.
28. Specifically, UPC, through its agents, servants, and representatives, performed an outcome-oriented investigation of Plaintiffs' claim, which resulted in a biased, unfair, and inequitable evaluation of Plaintiffs' loss on the Property.
29. UPC's conduct constitutes a violation of the Texas Insurance Code, Prompt Payment of Claims. TEX. INS. CODE §542.055. UPC failed to reasonably accept or deny Plaintiffs' full and entire claim within the statutorily mandated time after receiving all necessary information.
30. UPC's conduct constitutes a violation of the Texas Insurance Code, Prompt Payment of Claims. TEX. INS. CODE §542.056. UPC failed to meet its obligations under the Texas Insurance Code regarding timely payment of the claim. Specifically, UPC has delayed full payment of Plaintiffs' claim longer than allowed, and Plaintiffs has not received payment.

31. Defendants' wrongful acts and omissions forced Plaintiffs to retain the professional services of the attorneys and law firm representing Plaintiffs with respect to these causes of action.

**CAUSES OF ACTION AGAINST DEFENDANT UNITED PROPERTY & CASUALTY
INSURANCE COMPANY**

BREACH OF CONTRACT

32. UPC is liable to Plaintiffs for intentional violations of the Texas Insurance Code, and intentional breach of the common-law duty of good faith and fair dealing. It follows, then, that the breach of the statutory duties constitutes the foundation of an intentional breach of the insurance contract between UPC and Plaintiffs.
33. UPC's failure and/or refusal to pay adequate coverage as obligated under the Policy, and under the laws of the State of Texas, constitutes a breach of UPC's insurance contract with Plaintiffs.

**NONCOMPLIANCE WITH THE TEXAS INSURANCE CODE:
UNFAIR SETTLEMENT PRACTICES**

34. UPC's conduct constitutes multiple violations of the Texas Insurance Code, Unfair Settlement Practices. TEX. INS. CODE §541.060(a). All violations under this article are actionable by TEX. INS. CODE §541.151.
35. UPC's unfair settlement practice of misrepresenting to Plaintiffs material facts relating to coverage constitutes an unfair method of competition and a deceptive act or practice in the business of insurance. TEX. INS. CODE §541.060(a)(1).

36. UPC's unfair settlement practice of failing to attempt in good faith to make a prompt, fair, and equitable settlement of the claim, even though UPC's liability under the Policy was reasonably clear, constitutes an unfair method of competition and a deceptive act or practice in the business of insurance. TEX. INS. CODE §541.060(a)(2)(A).
37. UPC's unfair settlement practice of failing to provide Plaintiffs a prompt and reasonable explanation of the basis in the Policy, in relation to the facts or applicable law, for denial of the claim, constitutes an unfair method of competition and a deceptive act or practice in the business of insurance. TEX. INS. CODE §541.060(a)(3).
38. UPC's unfair settlement practice of refusing to pay Plaintiffs' full claim without conducting a reasonable investigation constitutes an unfair method of competition and a deceptive act or practice in the business of insurance. TEX. INS. CODE §541.060(a)(7).

**NONCOMPLIANCE WITH THE TEXAS INSURANCE CODE:
THE PROMPT PAYMENT OF CLAIMS**

39. UPC's conduct constitutes multiple violations of the Texas Insurance Code, Prompt Payment of Claims. All violations made under this article are actionable under TEX. INS. CODE §542.060.
40. UPC's delay in paying Plaintiffs' claim following receipt of all items, statements, and forms reasonably requested and required, for longer than the amount of time provided, constitutes a non-prompt payment of the claim. TEX. INS. CODE §542.058.

BREACH OF THE DUTY OF GOOD FAITH AND FAIR DEALING

41. UPC's conduct constitutes a breach of the common-law duty of good faith and fair dealing owed to an insured in insurance contracts.
42. UPC's failure to adequately and reasonably investigate and evaluate Plaintiffs' claim, even though UPC knew or should have known by the exercise of reasonable diligence that liability was reasonably clear, constitutes a breach of the duty of good faith and fair dealing.

DTPA VIOLATIONS

43. UPC's conduct constitutes multiple violations of the Texas Deceptive Trade Practices Act ("DTPA"), TEX. BUS. & COM. CODE 17.41–63. Plaintiffs is a consumer of goods and services provided by UPC pursuant to the DTPA. Plaintiffs have met all conditions precedent to bringing this cause of action against UPC. Specifically, UPC's violations of the DTPA include, without limitation, the following matters:
 - A. By its acts, omissions, failures, and conduct, UPC has violated sections 17.46(b)(2), (5), (7), (9), (12), (20) and (24) of the DTPA. UPC's violations include, (1) unreasonable delays in the investigation, adjustment, and resolution of Plaintiffs' claim, (2) failure to give Plaintiffs the benefit of the doubt, and (3) failure to pay for the proper repair of Plaintiffs' property when liability has become reasonably clear, which gives Plaintiffs the right to recover under section 17.46(b)(2).
 - B. UPC represented to Plaintiffs that the Policy and UPC's adjusting, and investigative services had characteristics or benefits they did not possess, which gives Plaintiffs the right to recover under section 17.46(b)(5) of the DTPA.

- C. UPC represented to Plaintiffs that UPC's Policy and adjusting services were of a particular standard, quality, or grade when they were of another, in violation of section 17.46(b)(7) of the DTPA.
 - D. UPC advertised the Policy and adjusting services with the intent not to sell them as advertised, in violation of section 17.46(b)(9) of the DTPA.
 - E. UPC breached an express warranty that the damages caused by wind and hail would be covered under the Policy. This breach entitles Plaintiffs to recover under sections 17.46(b)(12) and (20) and 17.50(a)(2) of the DTPA.
 - F. UPC's actions are unconscionable in that UPC took advantage of Plaintiffs' lack of knowledge, ability, and experience to a grossly unfair degree. UPC's unconscionable conduct gives Plaintiffs a right to relief under section 17.50(a)(3) of the DTPA; and
 - G. UPC's conduct, acts, omissions, and failures, as described in this petition, are unfair practices in the business of insurance in violation of section 17.50(a)(4) of the DTPA.
44. Each of the above-described acts, omissions, and failures of UPC is a producing cause of Plaintiffs' damages. All of UPC's acts, omissions, and failures were committed "knowingly" and "intentionally," as defined by the Texas Deceptive Trade Practices Act.

FRAUD

45. UPC is liable to Plaintiffs for common-law fraud.
46. Every misrepresentation described above concerned material facts that absent such representations, Plaintiffs would not have acted as she did, and UPC knew the representations were false or made recklessly without any knowledge of their truth as a positive assertion.
47. UPC made these statements intending that Plaintiffs act upon them. Plaintiffs then acted in reliance upon these statements, thereby causing Plaintiffs to suffer injury constituting common-law fraud.

CAUSES OF ACTION AGAINST ADAM HUDSON

48. All allegations above are incorporated herein.
49. Hudson's conduct constitutes multiple violations of the Texas Insurance Code, Unfair Claim Settlement Practices Act. TEX. INS. CODE §541.060(a).
50. Hudson is individually liable for his unfair and deceptive acts, irrespective of the fact that he was acting on behalf of UPC, because Hudson is a "person," as defined by TEX. INS. CODE §541.002(2).
51. Hudson knowingly underestimated the amount of damage to the Property. As such, Hudson failed to adopt and implement reasonable standards for the investigation of the claim arising under the Policy. TEX. INS. CODE §542.003(3).
52. Furthermore, Hudson did not attempt in good faith to affect a fair, prompt, and equitable settlement of the claim. TEX. INS. CODE §542.003(4).
53. Hudson's unfair settlement practice of failing to provide Plaintiffs a prompt and reasonable

explanation of the basis in the Policy, in relation to the facts or applicable law, for partial denial of the claim, also constitutes an unfair method of competition and an unfair and deceptive act or practice. TEX. INS. CODE §541.060(a)(3).

54. Hudson's unfair settlement practice of failing to attempt in good faith to make a prompt, fair, and equitable settlement of the claim, even though liability under the Policy was reasonably clear, constitutes an unfair method of competition and a deceptive act or practice in the business of insurance. TEX. INS. CODE §541.060(a)(2)(A).

DTPA VIOLATIONS

55. All allegations above are incorporated herein.
56. Hudson's conduct constitutes multiple violations of the Texas Deceptive Trade Practices Act ("DTPA"), TEX. BUS. & COM. CODE 17.41–63. Plaintiffs are a consumer of goods and services provided by Hudson pursuant to the DTPA. Plaintiffs have met all conditions precedent to bringing this cause of action against Hudson. Specifically, Hudson's violations of the DTPA include the following matters:
- A. By this Defendant's acts, omissions, failures, and conduct, Hudson has violated sections 17.46(b)(2), (5), and (7) of the DTPA. Hudson's violations include, (1) failure to give Plaintiffs the benefit of the doubt, and (2) failure to write up an estimate reflecting the proper repair of Plaintiffs' Property when liability has become reasonably clear, which gives Plaintiffs the right to recover under section 17.46(b)(2).
57. Hudson represented to Plaintiffs that the Policy and his adjusting and investigative services had characteristics or benefits they did not possess, which gives Plaintiffs the right to recover under section 17.46(b)(5) of the DTPA.

58. Hudson represented to Plaintiff that the Policy and his adjusting services were of a particular standard, quality, or grade when they were of another, in violation of section 17.46(b)(7) of the DTPA.
59. Hudson's actions are unconscionable in that Davidson took advantage of Plaintiffs' lack of knowledge, ability, and experience to a grossly unfair degree. Hudson's unconscionable conduct gives Plaintiffs a right to relief under section 17.50(a)(3) of the DTPA; and Hudson's conduct, acts, omissions, and failures, as described in this petition, are unfair practices in the business of insurance in violation of section 17.50(a)(4) of the DTPA.
60. Each of Hudson's above-described acts, omissions, and failures is a producing cause of Plaintiffs' damages. All acts, omissions, and failures were committed "knowingly" and "intentionally" by Hudson, as defined by the Texas Deceptive Trade Practices Act. TEX. BUS. & COM. CODE 17.45.

FRAUD

61. All allegations above are incorporated herein.
62. UPC assigned or hired Hudson to adjust the claim.
- A. Hudson had a vested interest in undervaluing the claims assigned to him by UPC in order to maintain his employment. The disparity in valuation of damages is evidence of fraud.
- B. Hudson made misrepresentations as to the amount of damage Plaintiffs' Property sustained as well as misrepresentations regarding how much it would cost to repair the damage to Plaintiffs' property.

NEGLIGENCE

63. All allegations above are incorporated herein.
64. Hudson was negligent in his actions with regard to his adjusting of Plaintiffs' claim and violated the standard of care for an insurance adjuster licensed in the state of Texas. Those failures include one or more of the following acts or omissions:
- A. Failure to conduct a reasonable inspection;
 - B. Failure to include covered damage that would be discovered as a result of
 - C. reasonable inspection;
 - D. Failure to identify the proper cause and scope of the damage to Plaintiffs' Property;
 - E. Failure to identify the cost of proper repairs to Plaintiffs' Property; and
 - F. Failure to communicate to Plaintiffs the reasons for specific determinations made regarding the inclusion or exclusion of damage to Plaintiffs' Property.
65. Hudson's acts and/or omissions constitute negligence. His conduct was therefore a proximate cause of the damages sustained by Plaintiff.
66. At all relevant times, Hudson was an agent or employee of Defendant UPC.
67. Hudson's unreasonable inspection was performed within the course and scope of his
68. duties with Defendant UPC. Therefore, UPC is also liable for the negligence of Hudson through the doctrine of respondeat superior.

GROSS NEGLIGENCE

69. All allegations above are incorporated herein.
70. Hudson's actions or omissions constitute gross negligence as defined in TEX. CIV. P. & REM. CODE § 41.001 (11)(A) and (B):
- A. Hudson's actions, when viewed objectively from the standpoint of the actor at the time of their occurrence involves an extreme degree of risk, considering the probability and magnitude of potential harm to Plaintiff and
 - B. Hudson had actual, subjective awareness of the risk involved but nevertheless proceeded with conscious indifference to the rights, safety, and/or welfare of Plaintiffs.
71. Hudson intentionally misrepresented the scope and amount of damages on the estimate prepared for Plaintiffs' Property on behalf of UPC. His estimate was to such an extreme degree below what another licensed adjuster would have done in this situation (as evidenced by the Third-Party Adjuster's estimate); it was also in complete disregard for the risk and harm Plaintiffs would suffer if the actual damages to the Property were allowed to persist unrepaired.

KNOWLEDGE

72. Defendants made each of the acts described above, together and singularly, "knowingly," as defined in the Texas Insurance Code, and each was a producing cause of Plaintiffs' damages described herein.

WAIVER AND ESTOPPEL

73. Defendants waived and are estopped from asserting any coverage defenses, conditions, exclusions, or exceptions to coverage not contained in any reservation of rights letter to Plaintiffs.

DAMAGES

74. The damages caused to the Property have not been properly addressed or repaired since the claim was made, causing further damage to the Property, and undue hardship and burden to Plaintiffs. These damages are a direct result of Defendants' mishandling of Plaintiffs' claim in violation of the laws set forth above.
75. Plaintiffs currently estimate that actual damages to the Property under the Policy are \$19,932.82.
76. Plaintiffs would show that all of the aforementioned acts, taken together or singularly, constitute the producing causes of the damages sustained. The above described acts, omissions, failures, and conduct of Defendants have caused Plaintiffs' damages, which include, without limitation, the cost to properly repair Plaintiffs' Property and any investigative and engineering fees incurred.
77. For breach of contract, Plaintiffs are entitled to regain the benefit of Plaintiffs' bargain, which is the amount of the claim, consequential damages, together with attorney's fees.
78. For noncompliance with the DTPA and Texas Insurance Code, Unfair Settlement Practices, Plaintiffs are entitled to actual damages, which include the loss of benefits owed pursuant to the Policy, mental anguish, court costs, and attorney's fees. For knowing and intentional conduct of the acts described above, Plaintiffs ask for three (3) times Plaintiffs' actual

damages. TEX. INS. CODE §541.152 and TEX. BUS. & COM. CODE 17.50(b)(1).

79. For noncompliance with Texas Insurance Code, Prompt Payment of Claims, Plaintiffs are entitled to the amount of the claim, plus an eighteen percent (18%) per annum penalty on that claim, as damages, as well as pre-judgment interest and reasonable attorney's fees. TEX. INS. CODE §542.060.
80. For breach of the common-law duty of good faith and fair dealing, Plaintiffs are entitled to compensatory damages, including all forms of loss resulting from Defendants' breach of duty, such as additional costs, economic hardship, losses due to the nonpayment of the amount UPC owed, exemplary damages, and damages for emotional distress.
81. Defendants' breach of the common-law duty of good faith and fair dealing was committed intentionally, with a conscious indifference to Plaintiffs' rights and welfare, and with "malice," as that term is defined in Chapter 41 of the Texas Civil Practices and Remedies Code. These violations are the type of conduct which the State of Texas protects its citizens against by the imposition of exemplary damages. Therefore, Plaintiffs seek the recovery of exemplary damages in an amount determined by the finder of fact sufficient to punish Defendants for their wrongful conduct, and to set an example to deter Defendants and others from committing similar acts in the future.
82. For fraud, Plaintiffs are entitled to recover actual and exemplary damages for knowingly fraudulent and malicious representations, along with attorney's fees, interest, and court costs.

83. For the prosecution and collection of this claim, Plaintiffs have been compelled to engage the services of the attorneys subscribed to this pleading. Therefore, under Chapter 38 of the Texas Civil Practices and Remedies Code, sections 541 and 542 of the Texas Insurance Code, and section 17.50 of the DTPA, Plaintiffs is entitled to recover a sum for the reasonable and necessary services of Plaintiffs' attorneys in the preparation and trial of this action, including any appeals to the Court of Appeals and/or the Supreme Court of Texas.
84. As required by Rule 47(b) of the Texas Rules of Civil Procedure, Plaintiffs' counsel states that the damages sought are in an amount within the jurisdictional limits of this Court. As required by Rule 47(c)(3) of the Texas Rules of Civil Procedure, Plaintiffs' counsel states that Plaintiffs seek only monetary relief of no less than \$100,000.00, but no more than \$200,000.00, including damages of any kind, penalties, costs, expenses, pre-judgment interest, and attorney fees. A jury will ultimately determine the monetary relief actually awarded, however. Plaintiffs also seek pre-judgment and post-judgment interest at the highest legal rate.

REQUESTS FOR DISCLOSURE

85. Under Texas Rules of Civil Procedure 190 and 194, Plaintiffs request that Defendants disclose, within fifty (50) days from the date this request is served, the information or material described in Rules 190.2(b)(6) and 194.2.

JURY DEMAND

86. Plaintiffs hereby request a jury trial for all causes of action alleged herein, tried before a jury consisting of citizens residing in Harris County, Texas. Plaintiffs hereby tender the appropriate jury fee.

PRAYER

Plaintiffs pray that Defendants, United Property & Casualty Insurance Company and Adam Hudson, be cited and served to appear, and that upon trial hereof, Plaintiffs, Qinggang Ma and Sulan Qi, recover from Defendants, United Property & Casualty Insurance Company and Adam Hudson, such sums as would reasonably and justly compensate Plaintiffs in accordance with the rules of law and procedure, as to actual, consequential, and treble damages under the Texas Insurance Code and Texas Deceptive Trade Practices Act, and all punitive, additional, and exemplary damages as may be found. In addition, Plaintiffs request the award of attorney's fees for the trial and any appeal of this case, for all costs of Court expended on Plaintiffs' behalf, for pre-judgment and post-judgment interest as allowed by law, and for any other relief, at law or in equity, to which Plaintiffs, Qinggang Ma and Sulan Qi, may show Plaintiffs are justly entitled.

Respectfully submitted,

CHAD T WILSON LAW FIRM PLLC

By: /s/ Chad T. Wilson

Chad T. Wilson
Bar No. 24079587
Tara Peveto
Bar No. 24076621
455 East Medical Center Blvd., Suite 555
Webster, Texas 77598
Telephone: (832) 415-1432
Facsimile: (281) 940-2137
eservice@cwilsonlaw.com
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ATTORNEYS FOR PLAINTIFFS

2019-50265 / Court: 133
CHAD T. WILSON
LAW FIRM, PLLC

July 23, 2019

Mr. Marilyn Burgess
Harris County District Clerk
P.O. Box 4651
Houston, Texas 77210-4651

RE: Cause No.: _____; *Qinggang Ma & Sulan Qi v. United Property & Casualty Insurance Company and Adam Hudson*, In the _____ District Court, Harris County, Texas.

Dear Ms. Marilyn Burgess:

Please prepare two (2) civil process citations for the following Defendants below. We will be using a private process server _ (LDM) Legal Document Management / Sean Hollenbeck. We will provide File-Stamped copies of the petition to the process server (LDM) Legal Document Management / Sean Hollenbeck to attach to the citations.

Please send the citation via email to: AMendoza@CWilsonLaw.com.

1. United Property & Casualty Insurance Company
CT Corporation System
1999 Bryan Street
Suite 900
Dallas, Texas 75201
Legal Department
2. Adam Hudson
13406 Preston Cliff
Houston, Texas 77077

We understand that there is a fee for the preparation of the citations and have added the fee during the E-Filing of the Petition. If any additional information is needed, feel free to contact this office. Thank you for your cooperation and assistance.



CHAD T. WILSON
————— LAW FIRM, PLLC —————

Respectfully submitted,

Chad T Wilson Law Firm PLLC

By: /s/ Chad T. Wilson

Chad T. Wilson

Bar No. 24079587

Tara Peveto

Bar No. 24076621

455 East Medical Center Blvd., Suite 555

Webster, Texas 77598

Telephone: (832) 415-1432

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ATTORNEYS FOR PLAINTIFFS

QINGGANG MA & SULAN QI

Unofficial Copy Office of Marilyn Burgess, District Clerk

Receipt Number: 844263
Tracking Number: 73649236

COPY OF PLEADING PROVIDED BY PLT

CAUSE NUMBER: 201950265

PLAINTIFF: MA, QINGGANG

In the 133rd Judicial

vs.

District Court of

DEFENDANT: UNITED PROPERTY & CASUALTY INSURANCE
COMPANY

Harris County, Texas

CITATION

THE STATE OF TEXAS
County of HarrisTO: UNITED PROPERTY & CASUALTY INSURANCE COMPANY BY SERVING ITS REGISTERED AGENT CT
CORPORATION SYSTEM
1999 BRYAN STREET STE 900
HOUSTON TX 75201Attached is a copy of PLAINTIFF'S ORIGINAL PETITION, JURY DEMAND AND REQUEST FOR
DISCLOSURE.This instrument was filed on July 23, 2019, in the above numbered and styled cause on
the docket in the above Judicial District Court of Harris County, Texas, in the
courthouse in the City of Houston, Texas. The instrument attached describes the claim
against you.YOU HAVE BEEN SUED. You may employ an attorney. If you or your attorney do not
file a written answer with the District Clerk who issued this citation by 10:00 a.m.
on the Monday next following the expiration of twenty days after you were served this
citation and petition, a default judgment may be taken against you.ISSUED AND GIVEN UNDER MY HAND and seal of said Court, at Houston, Texas, this
July 24, 2019.*Marilyn Burgess*Marilyn Burgess, District Clerk
Harris County, Texas
201 Caroline, Houston, Texas 77002

Generated By: LEWIS JOHN-MILLER

Issued at request of:
Peveto, Tara L
455 EAST MEDICAL CENTER BLVD STE 555
WEBSTER, TX 77598-7759
832-415-1432

Bar Number: 24076621

Tracking Number: 73649236

CAUSE NUMBER: 201950265

PLAINTIFF: MA, QINGGANG

In the 133rd

vs.

Judicial District Court

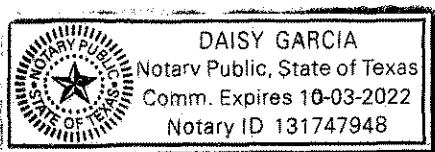
DEFENDANT: UNITED PROPERTY & CASUALTY
INSURANCE COMPANY

of Harris County, Texas

OFFICER/AUTHORIZED PERSON RETURN

Came to hand at 9:00 o'clock 1 M., on the 26th day ofJuly 2019
Executed at (address) 1999 Bryan St #900, Dallas, Tx 75201in Dallas Countyat 11:52 o'clock 1 M., on the 26th day ofJuly, 2019,
by delivering to United Property & Casualty Insurance Company, HS Reg defendant,in person, a true copy of this Agmt Ct Corporation System through Terri
Citation together with the accompanying copy(ies) of the Thongsaat,
Plaintiff's Original Petition Jury Demand + Request for Disclosure Intake
attached thereto and I endorsed on said copy of the Citation the date of delivery. SpecialistTo certify which I affix my hand officially this 26th day ofJuly, 2019.
FEE: \$ 75 Heather Bork
Dallas of

County, Texas

Heather Bork Rec#8133
Affiant Exp 2/28/20By: _____
DeputyOn this day, Heather Bork, known to me to be
the person whose signature
appears on the foregoing return, personally appeared. After being by me duly sworn,
he/she stated that this citation was executed by him/her in the exact manner recited
on the return.SWORN TO AND SUBSCRIBED BEFORE ME on this 29th ofJuly, 2019

Notary Public

Receipt Number: 844263

Tracking Number: 73649232

COPY OF PLEADING PROVIDED BY PLT

CAUSE NUMBER: 201950265

PLAINTIFF: MA, QINGGANG

In the 133rd Judicial

vs.

District Court of

DEFENDANT: UNITED PROPERTY & CASUALTY INSURANCE
COMPANY

Harris County, Texas

CITATION

THE STATE OF TEXAS
County of HarrisTO: HUDSON, ADAM
13406 PRESTON CLIFF COURT
HOUSTON TX 77077

Attached is a copy of PLAINTIFF'S ORIGINAL PETITION, JURY DEMAND AND REQUEST FOR DISCLOSURE.

This instrument was filed on July 23, 2019, in the above numbered and styled cause on the docket in the above Judicial District Court of Harris County, Texas, in the courthouse in the City of Houston, Texas. The instrument attached describes the claim against you.

YOU HAVE BEEN SUED. You may employ an attorney. If you or your attorney do not file a written answer with the District Clerk who issued this citation by 10:00 a.m. on the Monday next following the expiration of twenty days after you were served this citation and petition, a default judgment may be taken against you.

ISSUED AND GIVEN UNDER MY HAND and seal of said Court, at Houston, Texas, this July 24, 2019.

*Marilyn Burgess*Marilyn Burgess, District Clerk
Harris County, Texas
201 Caroline, Houston, Texas 77002

Generated By: LEWIS JOHN-MILLER

Issued at request of:

Peveto, Tara L
455 EAST MEDICAL CENTER BLVD STE 555
WEBSTER, TX 77598-7759
832-415-1432

Bar Number: 24076621

Tracking Number: 73649232

CAUSE NUMBER: 201950265

PLAINTIFF: MA, QINGGANG

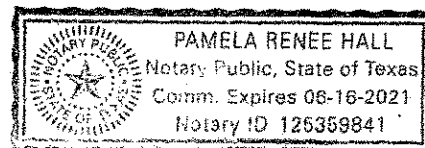
vs.

DEFENDANT: UNITED PROPERTY & CASUALTY
INSURANCE COMPANYIn the 133rd
Judicial District Court
of Harris County, Texas

OFFICER/AUTHORIZED PERSON RETURN

Came to hand at 12:00 o'clock PM M., on the 25th day of JUN, 20 19.Executed at (address) 13406 Preston Cliff Ct, Houston, TX 77077
in Harris County
at 2:55 o'clock P M., on the 26 day of July, 20 19.by delivering to Adam Hudson defendant,
in person, a true copy of this
Citation together with the accompanying 1 copy(ies) of the
PLAINTIFF'S ORIGINAL Petition
attached thereto and I endorsed on said copy of the Citation the date of delivery.To certify which I affix my hand officially this 26 day of JULY, 20 19.FEE: \$ 75Barzan Kholodof Harris

County, Texas

14653 5/31/20
AffiantBy: Barzan Kholod
DeputyOn this day, Barzan Kholod, known to me to be
the person whose signature
appears on the foregoing return, personally appeared. After being by me duly sworn,
he/she stated that this citation was executed by him/her in the exact manner recited
on the return.SWORN TO AND SUBSCRIBED BEFORE ME on this 26 of July, 20 19Pamela Renee Hall
Notary Public

CAUSE NO: 2019-50265

QINGGANG MA AND SULAN QI § IN THE DISTRICT COURT OF
§
VS. §
§ HARRIS COUNTY, TEXAS
§
UNITED PROPERTY & CASUALTY §
INSURANCE COMPANY AND §
ADAM HUDSON § 133RD JUDICIAL DISTRICT

**DEFENDANT, UNITED PROPERTY & CASUALTY INSURANCE COMPANY'S
ELECTION OF LEGAL RESPONSIBILITY UNDER SECTION 542A.006 OF THE
TEXAS INSURANCE CODE**

TO THE HONORABLE JUDGE OF SAID COURT:

COMES NOW, United Property & Casualty Insurance Company ("UPC") and files its Election of Legal Responsibility Under Section 542A.006 of the Texas Insurance Code ("Election") as follows:

**I.
RELEVANT BACKGROUND**

1.1 Plaintiffs, Ginggang Ma and Sulan Qi ("Plaintiffs") filed a claim 2018TX126161 with United Property & Casualty Insurance Company, and Claim number 2018TX126161 was adjusted by one or more individuals at United Property & Casualty Insurance Company's request, including Defendant Adam Hudson ("Adjuster"). For purposes of this election, the Adjuster is considered United Property & Casualty Insurance Company's "agents" under Texas Insurance Code section 542.A.001, which defines the term "agent" as an employee, agent, representative, or adjuster who performs any act of United Property & Casualty Insurance Company's behalf.

II.
ELECTION

2.1 Under section 542A.006(a) of the Texas Insurance Code, United Property & Casualty Insurance Company hereby elects to accept legal responsibility for whatever liability Adjuster might have to Plaintiffs for his acts or omissions related to claim number 2018TX126161, and by this pleading Plaintiffs are provided written notice of United Property & Casualty Insurance Company's Election.

III.
DISMISSAL OF DEFENDANTS WITH PREJUDICE

3.1 Under section 542A.006(c) of the Texas Insurance Code and based on United Property & Casualty Insurance Company's Election, this Court "shall dismiss" this action against with prejudice. United Property & Casualty Insurance Company hereby requests the Court enter all such documents necessary to effectuate this dismissal with prejudice and are filing a proposed order simultaneously herewith.

FOR THESE REASONS, United Property & Casualty Insurance Company prays that this Election be filed with the records of this cause and that Defendant Adam Hudson be dismissed from this action with prejudice as mandated under Chapter 542A of the Texas Insurance Code, and for all other and further relief to which this Court deems United Property & Casualty Insurance Company entitled.

[Signature on next page]

Respectfully submitted,

LEWIS BRISBOIS BISGAARD & SMITH LLP



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Texas Bar No: 24056346
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**Attorneys for Defendant, United Property &
Casualty Insurance Company**

CERTIFICATE OF SERVICE

I hereby certify that a true and correct copy of the above and foregoing instrument was served on all counsel of record by electronic filing, certified mail, and/or facsimile on this 20th day of August, 2019.

Chad T. Wilson
Tara Peveto
Chad T. Wilson Law Firm, PLLC
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eservice@cwilsonlaw.com
cwilson@cwilsonlaw.com
tpeveto@cwilsonlaw.com
Attorneys for Plaintiff

Via Eserve



Sarah R. Smith

CAUSE NO: 2019-50265

QINGGANG MA AND SULAN QI § IN THE DISTRICT COURT OF
 §
VS. §
 § HARRIS COUNTY, TEXAS
UNITED PROPERTY & CASUALTY §
INSURANCE COMPANY AND §
ADAM HUDSON § 133RD JUDICIAL DISTRICT

ORDER OF DISMISSAL OF DEFENDANT, ADAM HUDSON

On this day came before the Court the Election of Legal Responsibility Under Section 542A.006 of the Texas Insurance Code (the "Election") filed by Defendant United Property & Casualty Insurance Company. United Property & Casualty Insurance Company has elected to accept legal responsibility in the manner required under 542A.006 of the Texas Insurance Code.

It is therefore **ORDERED, ADJUSTED AND DECREED** that all claims and causes of action brought against Defendant Adam Hudson in the above referenced cause are hereby **DISMISSED** with prejudice to refiling of the same. Any and all relief sought against Defendant Adam Hudson and not contained herein is hereby **DENIED** with prejudice.

It is further **ORDERED** that costs of court herein and any related claim or cause of action brought against Defendant Adam Hudson shall be borne by the party incurring same.

SIGNED this _____ day of _____, 2019.

JUDGE PRESIDING

CAUSE NO: 2019-50265

QINGGANG MA AND SULAN QI § **IN THE DISTRICT COURT OF**
 §
VS. §
 § **HARRIS COUNTY, TEXAS**
UNITED PROPERTY & CASUALTY §
INSURANCE COMPANY AND §
ADAM HUDSON § **133RD JUDICIAL DISTRICT**

DEFENDANT, UNITED PROPERTY & CASUALTY INSURANCE COMPANY'S
ORIGINAL ANSWER TO PLAINTIFF'S ORIGINAL PETITION

TO THE HONORABLE JUDGE OF SAID COURT:

COMES NOW, United Property & Casualty Insurance Company ("United Property,") in the above-entitled and numbered cause and files this, its Answer to Plaintiffs' Original Petition and would respectfully show unto the Court the following:

I.

United Property & Casualty Insurance Company asserts a general denial as is authorized by Rule 92 of the Texas Rules of Civil Procedure, and requests that Plaintiffs be required to prove his charges and allegations against United Property & Casualty Insurance Company by a preponderance of the evidence as is required by the Constitution and law of the State of Texas.

II.

DEFENSES

1. United Property & Casualty Insurance Company denies that the required conditions precedent were performed and/or occurred.
2. The damages allegedly sustained by Plaintiffs may have been the result of actions or omissions of individuals over whom United Property had no control, including but not limited to Plaintiffs, therefore, United Property is not liable to Plaintiffs.

3. United Property issued a policy of insurance bearing Policy No. 43100096828701 to Qinggang Ma, regarding the property located at 9306 Stoney Lake Dr., Houston, Texas 77064. United Property adopts the policy terms, conditions and exclusions as if copied *in extenso*.

4. Plaintiffs' claims are barred, in whole or in part, because the damages claimed by Plaintiffs are subject to the following policy provisions and exclusions:

SECTION I – PERILS INSURED AGAINST

A. Coverage A – Dwelling And Coverage B – Other Structures

1. We insure against direct physical loss to property described in Coverages A and B.
2. We do not insure, however, for loss:
 - a. Excluded under Section I – Exclusions;
 - c. Caused by:
 - (6) Any of the following:
 - (a) Wear and tear, marring, deterioration;

SECTION I – EXCLUSIONS

B. We do not insure for loss to property described in Coverages A and B caused by any of the following. However, any ensuing loss to property described in Coverages A and B not precluded by any other provision in this policy is covered.

3. Faulty, inadequate or defective:
 - a. Planning, zoning, development, surveying, siting;
 - b. Design, specifications, workmanship, repair, construction, renovation, remodeling, grading, compaction;
 - c. Materials used in repair, construction, renovation or remodeling; or
 - d. Maintenance;of part or all of any property whether on or off the "residence premises".

5. United Property is entitled to any credits or set-offs for prior payments by United Property or other third parties.

6. To the extent that some or all of Plaintiffs' claims may have been fully adjusted and payment tendered, Plaintiffs are only entitled to one satisfaction or recovery for their alleged

damages.

7. Plaintiffs' extra-contractual claims alleging bad faith fail because a *bona fide* controversy existed and continues to exist concerning Plaintiffs' entitlement, if any, to insurance benefits.

8. To the extent that all statutory and policy requisites have not been satisfied, this suit is premature.

9. Plaintiffs have failed to cooperate pursuant to the Policy's terms and conditions.

10. Plaintiffs' extra-contractual claims alleging bad faith fail because a finding of the existence of coverage for Plaintiffs' underlying insurance claim is necessary to establish any basis for Plaintiffs' extra-contractual, Insurance Code claims. Because Plaintiffs' allegations are generally based on Defendant's alleged failure to investigate the claim and pay policy benefits, the existence of any applicable exclusions precludes Plaintiff's extra-contractual, Insurance Code claims.

11. No act or omission of Defendant was malicious, willful, wanton, reckless or grossly negligent and, therefore, any award of punitive damages is barred.

12. Plaintiffs failed to allege conduct warranting imposition of exemplary or punitive damages under applicable state law.

III.

REQUEST FOR DISCLOSURE

Pursuant to Rule 194, Plaintiffs are requested to disclose the information or material described in Rule 194.

IV.

PRAYER FOR RELIEF

WHEREFORE, PREMISES CONSIDERED, Defendant, United Property & Casualty Insurance Company, respectfully prays that Plaintiffs take nothing by their suit, that Defendant recovers costs, and for such other and further relief, both at law and in equity, to which United Property & Casualty Insurance Company may be justly entitled.

Respectfully Submitted,

LEWIS BRISBOIS BISGAARD & SMITH LLP

By: */s/ Sarah R. Smith*

Sarah R. Smith

Texas State Bar No. 24056346

Chloe A. Sease

Texas State Bar No. 24113093

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Telephone: 713.659.6767

Facsimile: 713.759.6830

sarah.smith@lewisbrisbois.com

ATTORNEYS FOR DEFENDANT,
UNITED PROPERTY & CASUALTY
INSURANCE COMPANY

CERTIFICATE OF SERVICE

This is to certify that a true and correct copy of the above pleading has been forwarded pursuant to the Texas Rules of Civil Procedure on this 20th day of August, 2019.

Chad T. Wilson
Tara Peveto
Chad T. Wilson Law Firm, PLLC
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eservice@cwilsonlaw.com
cwilson@cwilsonlaw.com
tpeveto@cwilsonlaw.com
Attorneys for Plaintiff

Via Eserve

/s/ Sarah R. Smith
Sarah R. Smith

HCDistrictclerk.comMA, QINGGANG vs. UNITED PROPERTY & CASUALTY
INSURANCE COMPANY

8/23/2019

Cause: 201950265 CDI: 7 Court: 133

APPEALS

No Appeals found.

COST STATMENTS

No Cost Statments found.

TRANSFERS

No Transfers found.

POST TRIAL WRITS

No Post Trial Writs found.

ABSTRACTS

No Abstracts found.

SETTINGS

No Settings found.

NOTICES

No Notices found.

SUMMARY**CASE DETAILS**

File Date	7/23/2019
Case (Cause) Location	Civil Intake 1st Floor
Case (Cause) Status	Active - Civil
Case (Cause) Type	Debt/Contract - Consumer/DTPA
Next/Last Setting Date	N/A
Jury Fee Paid Date	7/23/2019

CURRENT PRESIDING JUDGE

Court	133 rd
Address	201 CAROLINE (Floor: 11) HOUSTON, TX 77002 Phone:7133686200
JudgeName	JACLENEL McFARLAND
Court Type	Civil

ACTIVE PARTIES

Name	Type	Post Jdgm	Attorney
MA, QINGGANG	PLAINTIFF - CIVIL		PEVETO, TARA LACE
UNITED PROPERTY & CASUALTY INSURANCE COMPANY	DEFENDANT - CIVIL		SMITH, SARAH RUSSELL
QI, SULAN	PLAINTIFF - CIVIL		PEVETO, TARA LACE
HUDSON, ADAM	DEFENDANT - CIVIL		

UNITED PROPERTY & CASUALTY INSURANCE
COMPANY BY SERVING ITS

REGISTERED AGENT

INACTIVE PARTIES

No inactive parties found.

JUDGMENT/EVENTS

Date	Description	Order Signed	Post Jdgm	Pgs /Page	Volume	Filing Attorney	Person Filing
8/20/2019	ANSWER ORIGINAL PETITION			0		SMITH, SARAH RUSSELL	UNITED PROPERTY & CASUALTY INSURANCE COMPANY
7/23/2019	JURY FEE PAID (TRCP 216)			0			
7/23/2019	ORIGINAL PETITION			0		PEVETO, TARA LACE	QI, SULAN
7/23/2019	ORIGINAL PETITION			0		PEVETO, TARA LACE	MA, QINGGANG

SERVICES

Type	Status	Instrument	Person	Requested	Issued	Served	Returned	Received	Tracking	Deliver To
CITATION	SERVICE ISSUED/IN POSSESSION OF SERVING AGENCY	ORIGINAL PETITION	HUDSON, ADAM	7/23/2019	7/24/2019				73649232	E-MAIL
13406 PRESTON CLIFF COURT HOUSTON TX 77077										
CITATION	SERVICE ISSUED/IN POSSESSION OF SERVING AGENCY	ORIGINAL PETITION	UNITED PROPERTY & CASUALTY INSURANCE COMPANY BY SERVING ITS	7/23/2019	7/24/2019				73649236	E-MAIL
1999 BRYAN STREET STE 900 HOUSTON TX 75201										

DOCUMENTS

Number	Document	Post Jdgm	Date	Pgs
86742363	Defendant, United Property & Casualty Insurance Company's Original Answer to Plaintiff's Original Petition		08/20/2019	5
86742404	Defendant, United Property & Casualty Insurance Company's Election of Legal Responsibility Under Section 542A.006 of The Texas Insurance Code		08/20/2019	3
-> 86742405	Order of Dismissal of Defendant (Proposed)		08/20/2019	1
86413434	Citation return re: Adam Hudson		07/30/2019	2
86418482	Citation return re: United Property and Casualty Insurance Company		07/30/2019	2
86303059	Plaintiffs Original Petition, Jury Demand, and Request for Disclosure		07/23/2019	19
-> 86303060	Request for Service Citations		07/23/2019	2